

Lake County
Data Processing Agency
2293 North Main Street
Crown Point, Indiana 46307

219.755.3635
Fax: 219.755.3258

TO: Lake County Board of Commissioners

FROM: Mark Pearman, Cenifax Executive Director
Lake County Data Processing

DATE: December 21, 2004

REGARDING: Payment to Manatron for Additional User Licenses

Please find attached a letter from Manatron, Inc. dated January 27, 2004 proposing a solution to the issue concerning the numbers of user licenses sold to the State of Indiana for use during the reassessment of Lake County and the need for additional licenses by Lake County.

In addition please note the attached signed contract between Manatron and Lake County, signed by Lake County Commissioners on April 7, 2004 agreeing to the purchase of these additional licenses.

At this time I am asking that payment be made to Manatron in the amount of \$208,000.00 that is stipulated in the agreement.

If you have any questions, or concerns, please feel free to contact myself, at 755-3649.

MP/ca

cc: John Dull, Attorney to Lake County Commissioners
file



Helping Government Work

January 27, 2004

Board of Commissioners of the County of Lake
In care of Mark Pearman
Cenifax Executive Director
Lake County
Data Processing Agency
2293 North Main Street
Crown Point, Indiana 46307

Dear Mark:

This letter will confirm our discussions and agreement reached in your office on Thursday, January 22, 2004, regarding the 40 additional ACAMA appraisal software licenses we have provided to Lake County back in September of 2003.

Under our revaluation contract with the State of Indiana, the State has already paid for 30 additional ADMINS software licenses, which is the fourth generation language used to write your appraisal software that we refer to as ACAMA. These licenses will be assigned to Lake County at the end of the revaluation contract. Since Lake County previously purchased 64 ADMINS software licenses in 1994, which are still in effect and are usable, this will give you a total of 94 users for this software, which is needed to run your ACAMA software.

The State of Indiana also purchased 30 licenses of our new ACAMA software under our revaluation contract. These 30 licenses will also be assigned to Lake County at the end of the revaluation contract. While Lake County did purchase 64 licenses of our original ACAMA software back in 1994, a significant amount of work has been done during the last two years to modify that software in order to bring it into compliance with the new Indiana requirements. As discussed, the cost of this effort has been charged to all of our ACAMA clients in Indiana at \$5,000 per user. This was also the same amount that the State paid for its 30 licenses and is how we arrived at the \$200,000 fee, when it was determined that Lake County needed 40 additional users of the new ACAMA software last fall.

We agreed that there was poor communication a couple of years ago regarding the fact that Lake County would have to purchase these additional ACAMA software licenses, not to mention that if the County would have known this, they would have required that the State purchase a total of 70 licenses instead of 30. As a result, Manatron has agreed to provide a total of 64 (instead of 40) ACAMA software licenses for the \$200,000 fee. This will allow for growth and give the County the same number (a total of 94) of ADMINS and ACAMA licenses, which will eliminate confusion and complications down the road. Manatron will also provide up to ten days of training at a cost of \$800 per day, plus out of pocket travel expenses, in the event the County desires or has a need for these services.

Secondly, Manatron has agreed to provide Lake County with 94 ProVal software licenses at no additional charge, whenever the County is ready to upgrade to this product. ProVal is Manatron's national appraisal system, used by approximately 300 local governments in 20 states (60 of which are in Indiana) and Canada. It is a more modern, windows-based, fully featured appraisal system, with great sketching capability and a relational data base. There will however be some charges for our services related to the conversion, installation or training. If the County has paid for the training noted previously and has not used all of the days, these days can be used toward the implementation of ProVal. File conversion costs would be charged at rates in effect at that time.

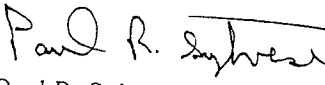
Thirdly, you indicated that the County is interested in implementing Digital Imaging so that it can make better use of all the photographs that have been taken as part of the revaluation. As a result, we agreed for a cost of \$25,000 to provide an interface in our ACAMA software to the .JPEG files created by CLT. Included is a hot key in our ACAMA software that will display the associated image. We will also include the capability of matching all new photos with the appropriate parcel and card number so that updates to the County image file can be done correctly. The County should be aware that the response time to display photos on remote machines depends on many factors and will take more time than displaying data. In addition, T1 lines will most likely be necessary for efficient performance from remote locations. The County is responsible for purchasing these T1 lines as well as the respective digital cameras and docking equipment, and any upgrades to the network that may be required to obtain acceptable performance.

Finally, Manatron agreed to be flexible with respect to when the money (a total of \$233,000) would be paid for these additional licenses, as the County had not planned or budgeted for these items. You indicated that you felt the money should be available for disbursement in April or May of this year. I agreed that this was acceptable and also said that in the event the money was not available Manatron would give the County interest free terms until December 31, 2004. Any payment received after that would have interest charged at the rate of 5% per annum.

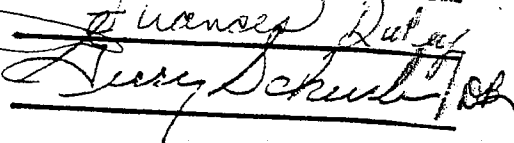
Mark, I have elected to cover all of this in letter form versus an actual contract. Hopefully, this will be easier to follow. I would however, like to point out that this letter should be considered as part of the Master Agreement for Licensed Software. Hardware and Services number IN2003.031 that we have previously executed with Lake County. If you have any questions or concerns, please do not hesitate to contact me. Otherwise, I would appreciate it if you and the appropriate commissioner(s) would sign the enclosed copy of this letter and return it to me for my records.

Thank you for your cooperation and attention to this matter.

Sincerely,


Paul R. Sylvester
President & CEO

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 30 DAY OF Dec 20 2004

Accepted by:

Board of Commissioners of the County of Lake

Mark Pearman

PROFESSIONAL SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.01 to the Master Agreement for Licensed Software, Hardware and Services.
This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Total Price	Days/QT Y	Office
ACAMA On-Site Training (Estimated Training for Townships, County, and Data Processing)	TRNG	\$ 8,000.00	10	ALL
Total Consultation/Training Services Fees:			\$ 8,000.00	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

All Conversion and Implementation services will be billed on a time and material basis at the then current rate.

TERM OF SUPPORT SERVICES SCHEDULE:

CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travelrelated expenses associated with Manatron's consulting/training services. Total amount will be due and payable on or before December 31, 2004. A 5% interest rate per annum will be added to any payment received after December 31, 2004

ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS: Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate effect at the time of service. Customer is responsible for all travelrelated expenses associated with Manatron's consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Master No. IN2003.031

Date: March 29, 2004

SOFTWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.01 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
ACAMA Appraisal Single User	ACAMA	64	\$ 3,125.00	\$ 200,000.00	Assessor
Total Software Fees:				\$ 200,000.00	

SOFTWARE USE RESTRICTIONS: Sixty four (64) seat licenses. Manatron will provide Lake County with 94 ProVal software licenses at no additional charge, when Lake County is ready to upgrade.

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Total amount will be due and payable on or before December 31, 2004. A 5% interest rate per annum will be added to any payment received after December 31, 2004.

Master No. IN2003.031

Date: March 29, 2004

THIRD-PARTY SOFTWARE SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	QTY	Unit Price	Total Price	Office
Admins Runtime Licenses - Existing (64 Existing and 30 Licenses to be transferred from CLT after project completion)	94	\$ -	\$ -	Assessor
Total Third-Party Software Fees:			\$ -	

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third Party Software and the payment of all fees as specified in this Schedule.

THIRD-PARTY SOFTWARE PAYMENT TERMS: Total amount will be due and payable on or before December 31, 2004. A 5% interest rate per annum will be added to any payment received after December 31, 2004

Master No. IN2003.031

Date: March 29, 2004

SUMMARY SCHEDULE FOR LAKE COUNTY, INDIANA

ONE TIME FEES	
DESCRIPTION	Total Price
THIRD-PARTY SOFTWARE	\$ -
SOFTWARE	\$ 200,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ -
CONSULTATION/TRAINING SERVICES	\$ 8,000.00
Total One Time Fees - Plus Freight:	\$ 208,000.00

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	See Agreement #IN2003.031.03*
Total Ongoing Fees:	

*Support fees are subject to change upon upgrade from ACAMA to ProVal.

Master No. IN2003.031

Date: March 29, 2004

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2003.031.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	LAKE COUNTY, INDIANA 2293 North Main Street Crown Point, Indiana 46307 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5300 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Mr. Paul Karras</u> Telephone No.: <u>219-755-3100</u> Fax No.: <u>219-755-3283</u> E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

LAKE COUNTY, INDIANA - ASSESSOR

By: [Signature]
(Signature)

By: _____
(Signature)

Its: Dir Contract Administration
(Title)

Its: _____
(Title)

Date: 3/29/2004

Date: _____

Witnessed: [Signature]

By: [Signature]

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: [Signature]
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____

Date: _____

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 12th DAY OF APRIL 20 04

SIGNATURE PAGE

Master No. IN2003.031

Date: March 29, 2004